

BRECKLAND TRAINING SERVICES – CHALLENGE TERMS AND CONDITIONS

Please take the time to read these terms and conditions carefully as they are the basis for the contract between us.

1. Definitions

1.1 **Challenge** means any form of management challenge (including, but not restricted to, Local Authority Challenges (both in-house and regional), Management Challenges (such as Supermarket Sweep, Community Chest and Secret Shopper) and the Local Government Challenge. **Company** means Breckland Training Services. **Client** means the named organisation for whom the Company has agreed to provide the Challenge. **Working days** means Monday to Friday inclusive (but excludes Bank Holidays where appropriate).

2. Status

2.1 The Terms and Conditions specified herein constitute the entire contract between the Company and the Client for the delivery of a Challenge. Where they conflict with any other Terms and Conditions submitted by the Client, our Terms and Conditions will prevail. No variation to these terms are permissible without written confirmation from the Company.

3. Supply of Training Courses

3.1 The Company shall provide Challenges generally in accordance with these conditions.

3.2 The Client shall request a Challenge by submitting their requirements to the Company **at least 60 working days** (nominally 12 calendar weeks) prior to the commencement of the appropriate Challenge.

3.3 Within **5 working days** the Company will respond to the request by either declining (with supporting reasons) or supplying a written proposal. This written proposal can be in the form of an e-mail or full proposal document. At the very least it will include availability dates and full costings (including all travel expenses). The proposal will remain valid for a period of **30 working days**.

3.4 Any booking made will remain provisional (and subject to cancellation by the Company) until all the following criteria have been met:

3.4.1 The Client has confirmed, in writing, their acceptance of the proposal. By confirming the booking the client is accepting the companies terms and conditions. Confirmation must be received by the Company within the validity period of the proposal or 10 working days prior to training course delivery whichever is the soonest.

3.4.2 The Client has met the 'Invoicing and Payment' requirements of paragraph 4.3 or 4.4 as appropriate.

3.5 Unless agreed otherwise, the **maximum number of teams for a Challenge will be 24 with no more than 6 delegates per team**. Exact team numbers must be **confirmed no later than 10 working days** prior to the Challenge (see paragraph 4.3 for associated administration fees).

3.6 The Company reserves the right to refuse or restrict anyone from attending its Training Courses, including on the day of delivery for breach of paragraph 3.5.

3.7 On occasions, telephone conversations may be recorded in order to enhance the service we give to you.

4. Invoicing and Payment.

4.1 The client will be charged by the company at the rate agreed in the proposal (provided paragraph 3.4.1 has been adhered to). Quoted figures are exclusive of VAT and this will be charged at the appropriate rate where applicable.

4.2 For each Challenge, provided a purchase order number is in place to cover the full amount, the following schedule will apply:

When	Fee due
On confirmation of booking	10% non-refundable deposit, payable immediately, to confirm booking.
30 working days prior to Challenge	Further 40% of original invoice, payable immediately.
On delivery of Challenge	Balance of invoice outstanding (including settlement of all expenses [within agreed tolerances] and administration fees associated with late amendments (see paragraph 4.3)).

4.3 Each addition or removal from the finalised team list, within 10 days of the Challenge, will incur an **Administration Fee of £100**. Such Fee(s) will be automatically added to the final invoice. The Client agrees to take the necessary actions to ensure Purchase Orders are amended accordingly to ensure prompt payment.

4.4 Terms laid out in Paragraph 4.2 may be waived at the sole discretion of the Company. Such waivers can only be considered on receipt of a validated Purchase Order number that covers the entire Challenge fee. Terms laid out in Paragraph 4.3 may be waived in extenuating circumstances, and at the sole discretion of the Company, on a case-by-case basis.

4.6 In the event of cancellation by the client the following charges will apply:

Working days' notice before start date of Challenge	Refund Applicable
<ul style="list-style-type: none"> 30 working days or more. 	<ul style="list-style-type: none"> Full refund of monies paid less both the 10% non-refundable deposit and any 'out of pocket' non-refundable costs already incurred by the Company (room hire deposits, caterer's deposits etc.). Note: In the event that monies paid by the Client to the Company (over and above the non-refundable 10% deposit) do not cover the Company's 'out of pocket' expenses then the client agrees to refund these in full.
<ul style="list-style-type: none"> Between 29 and 11 working days 	<ul style="list-style-type: none"> 50% refund of monies paid less any 'out of pocket' non-refundable costs already incurred by the Company (room hire deposits, caterer's deposits etc.). Note: In the event that the Client has not adhered to the payment schedule outlined in paragraph 4.2 then the further 40% payment becomes due immediately and no refund is due.
<ul style="list-style-type: none"> Less than 10 working days 	<ul style="list-style-type: none"> No refund. All unpaid fees outlined in paragraph 4.2 become due immediately.

4.7 In the event of cancellation, or postponement, by the company every effort will be made to give as much notice as possible (ideally 10 working days but not guaranteed) and thereafter find an alternative date suitable to both company and client. If an alternative date cannot be found the client will be refunded in full (together with any 'out of pocket' expenses incurred).

4.8 The company reserves the right to charge interest at Bank of England base rate +2% for late payments.

5. Our Obligations

5.1 To co-operate with the client to ensure successful Challenge delivery.

5.2 The company will supply you with the core staff to meet the requirements of the Challenge. The Client agrees to supply all support staff as outlined in the Challenge Planning Guide.

6. Your obligations

6.1 To co-operate with the company to ensure successful Challenge delivery.

6.2 The client agrees to provide, and pay for, the facilities as outlined in the Challenge Planning Guide.

7. Liability

7.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under liability of the company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Challenge except as expressly provided in these conditions.

7.2 The company shall not be liable to the Client or be deemed in breach of contract by reason of any delay or failure to perform any of the Company's obligations in relation to the Challenge if this was due to any cause beyond the Company's reasonable control.

8. Force Majeure

8.1 The Company shall not be in breach of this contract if the provision of the Challenge are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of god (including but not limited to fire, flood, earthquake, storm, snow, hurricane, or other natural disasters) war, invasion, Civil unrest, Government action, labour disputes, strikes, lock-outs or interruption or failure of power supply.

9. Copyright

9.1 All intellectual property rights for all course material shall remain the property of the Company. No part of the training material may be reproduced, or retained, without prior permission in writing of the copyright owner.

10. Amendments

10.1 The Company reserve the right to amend these Terms and Conditions from time to time. The most recent version will be uploaded to our website www.breckland-training.co.uk